

**Supply Agreement**  
**Electricity**

Wellcamp Business Park

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## Parties

1. **Wellcamp Power Pty Ltd ABN 68 646 668 528** of 1 Airport Drive, 1511 Toowoomba Cecil Plains Road, Wellcamp

(Supplier)

- 2.

(Customer)

## Introduction

- A. The Supplier carries on the business of supplying Utilities to Wellcamp Business Park.
- B. The Customer runs a business at Wellcamp Business Park and wishes to buy electricity from the Supplier.

## Part A – General Terms of this Agreement

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### 1. Definitions

In addition to the defined terms contained in the Standard Terms and Conditions the following definitions apply, unless a contrary intention appears:

**Agreement** includes these terms and conditions, the Schedule and the Standard Terms and Conditions.

**Connection Point** means the point at which the Utilities of the Supplier connect to the infrastructure of the Customer.

**Customer Service Standards** means the Customer Service Standard for Electricity Supply for Wellcamp Business Park published on the Wellcamp Website from time to time.

**Exempt Customer** means a person to whom an Exempt Seller sells energy.

**Exempt Seller** means a person who is exempted by the Australian Energy Regulator under Division 6 of Part 5 of the National Energy Retail Law (Queensland) from the requirement to hold a retail authorisation to sell energy.

**NERL** means the National Energy Retail Law (Queensland), which has been adopted from the *National Energy Retail Law (South Australia) Act 2011 (SA)*.

**Network Charges** means the amount payable to the Supplier for that billing period in relation to the connection, transportation, delivery or physical supply of electricity to the Customer's Premises or any related service.

**Regulatory Requirement** means all relevant acts, regulations, codes, procedures, other statutory instruments, licence, proclamations and laws applicable to the sale and supply of electricity, including:

- (a) Competition and Consumer Act 2010 (Cth);
- (b) Privacy Act 1988 (Cth); and
- (c) National Energy Retail Law and National Energy Retail Rules.

**Schedule** means the Schedule annexed to this Agreement.

**Site** means the Brisbane West Wellcamp Airport and Wellcamp Business Park.

**Supply** means the supply of Electricity by the Supplier to the Customer in accordance with this Agreement;

**Standard Terms and Conditions** means terms and conditions for the supply of Utilities published on the Wellcamp website from time to time.

**Supplier** means Wellcamp Power Pty Ltd ABN 68 646 668 528.

**Utilities** has the meaning given to the expression in the Standard Terms and Conditions.

**Utility Services** has the meaning given to the expression in the Standard Terms and Conditions in respect to the Utilities offered by the Supplier.

**Wellcamp Website** means the website at the following address

[www.wagnercorporation.com.au](http://www.wagnercorporation.com.au)

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## 2. Agreement for Supply

- (a) The Supplier will supply electricity to the Customer in accordance with this Agreement.
- (b) The Customer will pay the Supplier for the supply of electricity in accordance with the Standard Terms and Conditions as modified by the Schedule.
- (c) The Supplier and the Customer agree that this Agreement includes:
  - (1) the terms of this Agreement;
  - (2) the Schedule; and
  - (3) the Standard Terms and Conditions.
- (d) The Supplier and the Customer agree to comply with the terms and conditions of this Agreement.
- (e) To the extent of any inconsistency, the following order of precedence applies:
  - (1) the terms of this Agreement;
  - (2) the Schedule; and
  - (3) the Standard Terms and Conditions.

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### **3. Assignment**

The Supplier may assign this Agreement to any party who:-

- (a) agrees for the benefit of the Customer to be bound by the Supplier's obligations under this Agreement; and
- (b) is a Registered Service Provider.

## **Part B - Special Terms for Electricity**

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### **4. Customer Service Standards**

- (a) The Supplier and the Customer agree to comply with the Customer Service Standards.
- (b) The Supplier may from time to time update the Customer Service Standards.
- (c) The Supplier will notify the Customer if the Customer Service Standards are updated.

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### **5. Embedded Network**

#### **5.1 Registrable Exemption**

- (a) The Supplier operates and controls a private embedded electricity network in the Site, from which the Supplier is entitled to onsell electricity to customers within the Site.
- (b) The Supplier is exempt from the requirement to hold a retailer authorisation under the NERL. This exemption is registered under Australian Energy Regulator reference AER-R0302/15.
- (c) The Supplier is an Exempt Seller under the NERL, meaning it is:
  - (1) authorised to on-sell electricity to Exempt Customers; and
  - (2) not subject to all obligations of an authorised retailer.

#### **5.2 Special Approval Holder**

The Supplier is a Special Approval Holder No. SA03/14 under Part 7 of the *Electricity Act 1994* (Qld). Under this Special Approval, the Supplier is authorised to:

- (a) connect the Supplier's embedded supply network to Ergon Energy's supply network;
- (b) operate an 11kV underground electric supply network within the Site for the purpose of distributing a supply of electricity to customers within the Site; and
- (c) supply electricity using the Supplier's embedded network within the Site.

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## **6. Information Provision**

### **6.1 Conditions**

- (a) The Australian Energy Regulator (**AER**) imposes conditions on the Supplier in accordance with the AER Exempt Selling Guidelines (published in March 2018).
- (b) The Supplier undertakes to comply with the applicable conditions under the AER Exempt Selling Guidelines.

### **6.2 Right to Purchase Energy**

- (a) Under section 114(b) of the NERL, the Customer may be eligible to purchase electricity from an alternate seller of their choice. The Supplier undertakes to not do anything to discourage or prevent the Customer from exercising this choice.
- (b) If the Customer chooses their own electricity retailer, the Customer will be required to change their electricity meter. The Supplier can be contacted for further information, including network charges and options on metering.

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## **7. Regulatory Requirements**

- (a) If any matter that applies to the supply of electricity to customers in an embedded electricity network is required to be included in this Agreement by a Regulatory Requirement and is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.
- (b) If there is any inconsistency between this Agreement and a Regulatory Requirement, then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail or the Supplier would be in contravention of the Regulatory Requirement if it didn't prevail.

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## **8. Equipment**

All electricity meters installed after 1 January 2012 must be National Electricity Market compliant.

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## **9. Life Support Equipment**

- (a) If a person living or intending to live at a premises of a Customer requires life support equipment, the Customer must:
  - (1) register the premises with the Supplier;
  - (2) provide medical confirmation for the premises.
- (b) Subject to satisfying applicable requirements in the Retail Rules, a premises may cease to be registered as having life support equipment if medical confirmation is not provided to the Supplier.
- (c) The Customer must notify the Supplier if the life support equipment is no longer required at a premises.

- (d) If the Customer notifies the Supplier that a person living or intending to live at a premises requires life support equipment, the Supplier must give the Customer:
- (1) at least 50 Business Days to provide medical confirmation for the premises;
  - (2) general advice that there may be a distributor planned interruption, retailer planning interruption or unplanned interruption to the supply of electricity to the premises;
  - (3) at least 4 Business Days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless the Supplier has obtained the Customer's explicit consent to the interruption occurring on a specified date;
  - (4) information to assist the Customer to prepare a plan of action in case of an unplanned interruption; and
  - (5) emergency telephone contact numbers.

## Schedule – Electricity

<b>Item 1</b>	Customer's Premises	
<b>Item 2</b>	Customer's Address for Notices	
<b>Item 3</b>	Supplier 's Address for Notices	Wellcamp Power Pty Ltd PO Box 2005 TOOWOOMBA Qld 4350  Telephone Number: +61 7 4614 3200  Email: <a href="mailto:servicerequest@wagnerco.com.au">servicerequest@wagnerco.com.au</a>
<b>Item 4</b>	Suppliers Registration and Exemptions	Registered Service Provider No. SA 03/14  Retailer Exemption – AER-RO302/15
<b>Item 5</b>	Utility Supplied	Electricity
<b>Item 6</b>	Tariffs and Charges	The Tariffs and Charges for the supply of Electricity are the standing offers published from time to time at Business Park Utilities & Services on the Wellcamp website as follows:  <i><a href="https://www.wagnercorporation.com.au">https://www.wagnercorporation.com.au</a></i>  These tariffs and charges may not be higher than the standing offer price that would be charged by the relevant local area retailer, if the local area retailer were to supply that quantity directly to the customer.
<b>Item 7</b>	Equipment	Smart Digital Meter (Type 4) NMI pattern approved
<b>Item 8</b>	Minimum Quantity	N/A
<b>Item 9</b>	Maximum Quantity	N/A
<b>Item 10</b>	Projected Maximum Day Demand	N/A

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## Execution

Executed as an agreement on

2022

**Executed by**  
**Wellcamp Power Pty Ltd ABN 68 646 668 528**

.....  
Director

.....  
Director/Company Secretary

.....  
Name (please print)

.....  
Name (please print)

**Signed by**

in the presence of:

.....  
Director

.....  
Director/Company Secretary

.....  
Name (please print)

.....  
Name (please print)